

Mediapolis CSD

Teamsters #238 (Bus Drivers)

7/1/2006

6/30/2009

MEDIAPOLIS CSD/TEAMSTERS #238  
(BUS DRIVERS)

06-09

**MEDIAPOLIS COMMUNITY SCHOOL  
MEDIAPOLIS, IOWA**

**MASTER AGREEMENT  
July 1, 2006 - June 30, 2009**

**with**

**CHAUFFEURS, TEAMSTERS, & HELPERS  
LOCAL UNION NO. 238**

**Representing Bus Drivers**

## TABLE OF CONTENTS

### ARTICLES

Article	Title	Page
Article 1	Recognition _____	1
Article 2	Agreement _____	1
Article 3	Definitions _____	1
Article 4	Grievance Procedures _____	1
Article 5	Procedures for Staff Reduction _____	3
Article 6	Seniority _____	3
Article 7	Physical Examinations _____	4
Article 8	Wage Schedule _____	5
Article 9	Holidays _____	8
Article 10	Hours, Workday and Workweek _____	8
Article 11	Route Vacancies and Extra Driving _____	9
Article 12	Activity Pass _____	10
Article 13	Jury Duty _____	10
Article 14	Sick Leave _____	10
Article 15	Family Illness Leave _____	11
Article 16	Personal Leave _____	11
Article 17	Bereavement Leave _____	11
Article 18	Leave Extension and Unspecified Leave _____	12
Article 19	Leave of Absence for Union Business _____	12
Article 20	Family Medical Leave Act Compliance _____	12
Article 21	Union Representatives _____	12
Article 22	Check-off _____	13
Article 23	Bus Location _____	13
Article 24	Legislative Action _____	13
Article 25	Finality and Effect _____	14
Article 26	Tax Sheltered Annuity Plans _____	14
Article 27	Term _____	14

## **ARTICLE I**

### **RECOGNITION**

The Board of Education of the Mediapolis Community School District, hereinafter referred to as the "Employer", recognizes the Chauffeurs, Teamsters, & Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" as the sole and exclusive bargaining agent for all regular full-time contracted bus drivers employed with the Mediapolis Community School District, hereinafter referred to as "bus drivers", except for all elected officials, supervisors, including the Transportation Director and Assistant Transportation Director, part-time or substitute bus drivers, guards, all other employees in the School district and all others excluded by the Act.

## **ARTICLE 2**

### **AGREEMENT**

THIS AGREEMENT made between Chauffeurs, Teamsters, & Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" and the Board of Education of the Mediapolis Community School District of Des Moines and Louisa counties, State of Iowa, hereinafter referred to as the "Employer" is the Labor Agreement between the parties.

## **ARTICLE 3**

### **DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply:

1. "Day" shall mean calendar day, except holidays, holiday vacations and weekends.
2. "Attrition" shall mean a reduction in the number of employees not initiated by the Employer.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURES**

A grievance shall mean a complaint that alleges a violation of any of the provisions of this Agreement. Every employee covered by this Agreement shall have the right to present grievance in accordance with these procedures. An employee, or the Union, shall exhaust all steps of the grievance procedures in this Agreement before seeking any other legal recourse. If said steps are not exhausted, the Employer shall not be required to process this or any related claim through this grievance procedure.

The failure of any employee to act on any grievance within the prescribed time limits will bar any further appeal of that particular grievance. The failure of the supervisor, superintendent or Board of Education to give a decision within the time limits shall advance the grievance to the next step in the procedure. The time limits may be extended by mutual agreement of the grievant or the Union and the supervisor, superintendent or Board of Education, whichever are involved in that particular step of the procedure; such agreement to be in writing and signed by all parties to the grievance.

Any investigation or other processing of any grievance shall be conducted so as to result in no interference with, nor interruption of bus driving duties of the grievant(s).

The purpose of this article is to provide a prompt method of settling grievance that arise between the employee or employees and the Employer over alleged violations of the provisions of this Agreement.

The grievance shall be processed as follows:

Step 1. Through informal discussion, the aggrieved employee(s) and the supervisor shall attempt to resolve the grievance within five (5) days of its occurrence. The supervisor shall reply verbally to the aggrieved employee(s) within two-(2) day's discussion of the grievance.

Step 2. If the grievance is not resolved informally in Step 1 of this procedure, the aggrieved employee(s) shall, within five (5) days following the verbal reply referred to in Step 1, file the grievance in writing and discuss the matter with the supervisor, or in his/her absence, the supervisor's designated representative. The written grievance shall be presented on a form provided by the Employer, stating the nature of the grievance, specific item or items of the Agreement being grieved, the date of the occurrence, the remedy requested and the signature(s) of the grievant(s). The supervisor shall make a decision on the grievance and communicate it in writing to the grievant(s) and the superintendent within five (5) days after receipt of the written grievance.

Step 3. In the event the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee(s) shall file, within three (3) days of the supervisor's written decision, a copy of the grievance with the superintendent or, in his/her absence, the superintendent's designated representative. Within five (5) days after such written grievance is filed, the aggrieved, a Union representative and the superintendent shall meet to resolve the grievance. Within five (5) days of the meeting, the superintendent shall file a written decision with the employee(s), the Union and the supervisor.

Step 4. In the event the grievance has not been satisfactorily resolved in Step 3, the aggrieved employee(s) shall file, within three (3) days of the superintendent's written decision, a copy of the grievance with the Secretary of the Board of Education. Within twenty (20) days after such written grievance is filed, the aggrieved representatives of the Union and the Board shall meet to resolve the grievance. Within ten (10) days of the meeting, the Board shall file a written decision with the employee(s), the Union, the supervisor and the superintendent.

Step 5. Any grievance not settled in step 4 may be referred to a request for arbitration by the Union by written notice to the superintendent of schools or his/her designee within ten (10) days. Within five (5) days after receipt of the notice to arbitrate, a representative of the Union and the superintendent shall meet to mutually agree to the selection of any arbitrator. If no agreement is reached on an arbitrator, the Union shall, within ten-(10) day's write to and request the Public Employment Relations Board to submit a list of five (5) arbitrators. Within five (5) days after receipt of the list of the five-(5) arbitrators' names, the Union and the Employer shall alternately strike a name from the list until one (1) name is left. That person shall be the arbitrator. The Union shall notify the Public Employment Relations Board of the selection.

The arbitrator's expenses shall be paid equally between the Union and the Employer and shall include the arbitrator's fee and expenses and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

The arbitrator shall have no authority to change or amend the Agreement. The decision of the arbitrator shall

be final and binding upon the parties.

## **ARTICLE 5**

### **PROCEDURES FOR STAFF REDUCTION**

When, in the sole, exclusive and final judgment of the Employer, decline in enrollment, reduction in student population of individual routes or any other reason requires reduction in staff, this reduction will be accomplished in accordance with the following procedures:

In case of staff reduction, attrition shall be the first consideration. If reduction in staff cannot be accomplished through attrition, the least senior employee will be laid off. The seniority of a laid off employee shall continue to accrue while on layoff if, or as long as, the driver has served as a substitute driver during the period of layoff.

Drivers who have been laid off shall have recall rights for a period of twenty-four (24) months after the layoff takes effect. The employee shall have the responsibility of notifying the Director of Transportation of any change of address during the period of recall.

Drivers shall be recalled in reverse order of the layoff. In the event of recall, the Employer shall send the eligible employee a notice of recall by certified mail to the last known address of the employee. Any employee failing to answer recall within ten (10) days of receipt of the recall notice shall lose recall right and seniority with the Employer.

## **ARTICLE 6**

### **SENIORITY**

The seniority rights of the employees shall prevail in accordance with this Article, Article 5, Staff Reduction and Article 11, Routes, Vacancies and Extra Driving.

The seniority of all current employees in the Bargaining Unit shall be their present pre-established seniority date as a school bus driver for the Employer and placed on the seniority list showing each employee's date of hire.

There shall be one (1) seniority list for all school bus drivers that are currently employed or hired by the Employer as regular full-time contracted bus drivers.

In the event that the Employer hires any new employees as full-time contracted bus drivers, those employees shall be placed on the seniority list as of their first date of hire after completion of twenty (20) consecutive days of employment.

The Employer agrees to furnish the Union with a copy of the seniority list during July of each year. The Employer further agrees to post a copy of the seniority list on the Union bulletin board. Any controversy over the seniority of any employee shall be resolved through the grievance procedure.

Seniority shall not continue to accrue if the employee fails to report for work at the expiration of an

authorized leave of absence granted to the employee.

## **ARTICLE 7**

### **PHYSICAL EXAMINATIONS AND LICENSES**

The district will pay the cost of a DOT approved physical required every two years. The district will designate the provider of the DOT physicals each year. All required physical forms are due in the superintendent's office by July 15 of the year being renewed in order to be eligible to drive a bus after August 15. The district will pay the cost of the physical at the designated provider. A driver may opt to obtain a DOT physical from a non-designated provider but will only be reimbursed to the amount contracted by the district physical provider. Mandatory tuberculosis testing is included in the covered physical expenses. Any other physicals required by the district will be paid by the district.

All drivers shall obtain such drivers license as is required by the State of Iowa (Iowa Department of Transportation) to allow them to legally drive a school bus transporting students and staff. The school shall reimburse the drivers the difference between a regular drivers license and the CDL license required to drive a school bus. Proof of a drivers license to operate a school bus shall be due in the Superintendent's office by July 15 of each year in order to be eligible to drive a bus after August 15th. The Employer shall pay for actual time spent for mandatory drug testing at the regular hourly rate of pay.

## ARTICLE 8

### WAGE SCHEDULE

#### Effective July 1, 2006:

##### **LEVEL A. 1-5 years of driving:**

**Drivers complete 5 years of driving before advancing to Level B**

Regular bus route           \$ 15.29/hour

Extra curricular driving   \$ 9.00/hour

##### **LEVEL B. 6-10 years of driving:**

**Drivers complete 10 years of driving before advancing to Level C**

Regular bus route           \$ 15.40/hour

Extra curricular driving   \$ 9.16/hour

##### **LEVEL C. 11-15 years of driving:**

**Drivers complete 15 years of driving before advancing to Level D**

Regular bus route           \$ 15.55/hour

Extra curricular driving   \$ 9.24/hour

##### **LEVEL D. 16 years and above of driving**

Regular bus route           \$ 15.69/hour

extra curricular driving   \$ 9.28/hour

### WAGE SCHEDULE

#### Effective July 1, 2007:

##### **LEVEL A. 1-5 years of driving:**

**Drivers complete 5 years of driving before advancing to Level B**

Regular bus route           \$ 15.76/hour

Extra curricular driving   \$ 9.15/hour

##### **LEVEL B. 6-10 years of driving:**

**Drivers complete 10 years of driving before advancing to Level C**

Regular bus route           \$ 15.87/hour

Extra curricular driving   \$ 9.31/hour

##### **LEVEL C. 11-15 years of driving:**

**Drivers complete 15 years of driving before advancing to Level D**

Regular bus route           \$ 16.02/hour

Extra curricular driving   \$ 9.39/hour

##### **LEVEL D. 16 years and above of driving**

Regular bus route           \$ 16.16/hour

extra curricular driving   \$ 9.43/hour



## WAGE SCHEDULE

**Effective July 1, 2008:**

### **LEVEL A. 1-5 years of driving:**

**Drivers complete 5 years of driving before advancing to Level B**

Regular bus route	\$ 16.24/hour
Extra curricular driving	\$ 9.30/hour

### **LEVEL B. 6-10 years of driving:**

**Drivers complete 10 years of driving before advancing to Level C**

Regular bus route	\$ 16.35/hour
Extra curricular driving	\$ 9.46/hour

### **LEVEL C. 11-15 years of driving:**

**Drivers complete 15 years of driving before advancing to Level D**

Regular bus route	\$ 16.50/hour
Extra curricular driving	\$ 9.54/hour

### **LEVEL D. 16 years and above of driving**

Regular bus route	\$ 16.64/hour
extra curricular driving	\$ 9.58/hour

- **All drivers: \$8.00/week for washing bus.**
- **Initial bus cleaning prior to the first day of school shall be paid at the regular bus route hourly pay, with a three-hour maximum.**
- \* Drivers will receive a pay guarantee of one and one-half (1 ½) hours for each morning route regardless of actual driving hours being less than one and one-half hours. This pay includes all bus preparation and necessary cleaning. All bus preparation and necessary cleaning shall be performed after morning route or before afternoon route. Initial bus cleaning prior to the first day of school shall be paid at the regular bus route hourly pay, with a two-hour maximum.
- \* Drivers, if required to attend bus inspections, are to be paid for one regular route trip (1 1/2 hours at regular route rate).
- \* If an extra driving trip takes a driver away from a regular route(s), the driver will be paid the regular route pay for the first one and one-half hours, plus driver's extra curricular pay. Extra curricular trips shall be paid with a one-hour minimum. Any time after the first one and one-half hours the driver will be paid the extra curricular driving rate. A maximum of \$8.00/meal will be paid upon presentation of receipt and expense voucher. Driver must report the time.
- \* 10 minutes will be paid for fueling buses prior to or after a regular route and will be included in the reported time at the regular route pay. 10 minutes will be paid for fueling buses prior to or after an extra curricular trip and will be included in the reported time at the extra curricular pay.
- \* On early dismissals the drivers scheduled start time shall be 35 minutes before the route starts, and ends when the driver is either at home or the bus garage. This time will include all pre tripping.
- \* Weather permitting, morning times should start by allowing ten minutes for pre-trip inspection, then

travel time to first scheduled stop. Time will continue until all students are picked up and delivered to school. Time will end when the bus is parked at the garage and duties are finished. Afternoon times would be expected to be as follows, weather permitting:

Log-in time will be 35 minutes prior to departure from school parking lot.

All buses must be parked at the school 15 minutes before the dispatch time to start the route.

Time ends when driver is either at home or the bus garage.

- \* Drivers will receive full pay for one trip (one and one-half hours) in which school is not called off by 6:30 a.m. If a report to delay is announced on the radio by 6:30 a.m., and if school is not cancelled by 8:30 a.m., driver will receive pay for the one trip.
- \* Overnight/Activity Trips - Drivers will be paid their extra driving hourly rate up to a \$120.00 maximum for overnight trips. A maximum of \$8.00/meal plus lodging expenses will be paid upon presentation of an expense voucher and receipts. If an overnight trip causes a driver to be away from a regular route, the driver will receive one and one-half hours regular route pay for the regular route missed. (This one and one-half hours is in addition to the \$120.00 maximum)
- \* Clean-up if authorized by the Transportation Director, is paid at the activity trip rate of pay, with amount paid deducted from pay of the driver who is responsible for the dirty bus.
- \* Meetings, classes and/or training periods called by the Transportation Director or Superintendent and/or their designated representatives, are to be paid at the regular bus drivers hourly rate rounded to the nearest ten minutes with a minimum of 1 hour. This shall include all required State/Federal courses/classes. Meetings with the Director of Transportation concerning problems on the bus route, immediately following the route, shall be treated as a continuation of the route for payment, with a maximum of 15 minutes. District agrees to meet with the drivers at least once each semester at the end of November and at the end of March.
- \* Mandatory drug tests are paid at the regular hourly rate of pay.
- \* If two trips come up at the same time, from two different categories, and a driver is at the top of both lists, he or she will be given a choice of trips. The same is true of two trips that fall on the same day in the same category. The driver shall have the option to reject the second trip or trade that trip with another driver who is willing to trade.
- \* There shall be no trading of trips except for athletic trips, which are preassigned. These trips may be traded between drivers in the same athletic sign up lists only. The driver who was originally assigned the trip shall be responsible for making sure the trip is covered, and also that the Transportation Director is aware of all changes made. Trips that are added to the schedule or trips that are turned back in to the Transportation Director, after the preassignment schedule is printed, will be assigned to the next driver who is up for a trip in that category.
- \* The definition of a trip shall be defined as any school activity to which the driver has been assigned that is within the district boundaries (in district trip) or if the destination is outside district boundaries (out of district trip). The trip shall start when the driver picks up students and shall end when the

driver returns to the school with the students and returns to the bus garage. (Subject to other provisions in the contract.)

- \* If a trip is postponed, the same driver will take the trip at a later date. If a trip is cancelled, and the order of rotation has not been changed, the driver's name will be moved back to the top of the list, and will remain in order.
- \* All practice trips shall be offered on a rotating basis according to seniority of those signed up for that activity. (Refer to Article 11)
- \* Pep bus drivers will be taken from the list that corresponds with the activity and the pep bus is attending.
- \* Additional driving assignments shall be: Work Study-Preschool and Kindergarten. In the event of a vacancy in the additional driving assignments during the year, the most senior driver will, again have first choice. We will again follow the seniority list from the most senior driver to the least senior driver until all additional driving assignments are filled, with each driver having only one additional driving assignment. In the event that a substitute driver is needed, the remaining full-time drivers will be used on a rotation system. Refer to Article 11, Paragraph 4.
- \* The Seniority date (start date) of an employee who is hired after the beginning of the year shall be the date of hire for seniority purposes related to employment, reduction and recalls. Employees driving more than one half (1/2) of the school year as a regular school bus route driver will receive credit for one full year effective July 1 of the succeeding year. Employees driving less than one half (1/2) of the school year as a regular bus route driver will receive no credit for seniority for salary schedule purposes. We will grandfather in current employees.
- \* A committee made up of union membership will be formed to review reporting of time and reporting of wages. The committee will have the first meeting not later than May 15<sup>th</sup> of each year.

## **ARTICLE 9**

### **HOLIDAYS**

Full-time bus drivers shall receive full pay for Good Friday, Memorial Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Years Day, and Labor Day. Full pay is for (2) regular route trips per holiday to which the driver is regularly assigned. (One full day's pay per holiday for a driver's normal a.m. and normal p.m. route pay.) Note: This pay amount may be different for each driver.

## **ARTICLE 10**

### **HOURS, WORKDAY AND WORKWEEK**

The hours of work will be scheduled according to the employee's regular bus routes and/or activity trips.

A workday shall commence at 4 a.m. and shall end the following day at 4 a.m. for a period of 24 consecutive hours.

A workweek shall commence at 4 a.m. Monday and shall end the following Monday at 4 a.m., a period of one hundred sixty eight (168) consecutive hours.

## **ARTICLE 11**

### **ROUTES, VACANCIES AND EXTRA DRIVING**

In the event of new routes or vacancies, which occur on existing routes, the Employer will endeavor to honor all requests for transfers provided that the efficiency of the bus operations is not affected.

For purposes of this Agreement, "extra driving" shall include extra-curricular trips, field trips, athletic trips, and activity trips. An extra driving trip will be complete and ended when the students are returned to school or point of origin. Any other extra driving trips shall be posted twenty-four hours prior to the time the trip is to begin, except for trips, which are the result of postponement.

Individual sign ups for extra driving trips for interested full-time drivers are to occur at the beginning of the school year and at other times specified by the Transportation Director. The Transportation Director may utilize transportation department personnel to drive students to golf practice. A bus driver will be utilized to return students to the school. Assignment of this work will be according to the master contract.

Extra driving trips shall be offered to full time drivers on a rotating seniority sign-up list. New trips will be offered to the drivers on the list where the last trip left off. Example: If driver #7 took the last trip the next trip would be offered to #8 driver and the process continues until the trip is taken. All scheduled trips to be assigned on Thursday for the following week in person by the Transportation Director following the a.m. routes. The next driver on the list will have his/her choice of all posted trips at that time. If, for good cause, any interested driver can not be present at the time of assignment, he/she must make prior arrangements with the Transportation Director. "Good Cause" will be determined by the Transportation Director. Trips that are scheduled after trip assignments are made on Thursday mornings will be assigned according to the rotating seniority sign-up list.

For "extra driving" trips it is necessary to supply the following information to the driver:

- \* What time the trip starts.
- \* Where the students are to be picked up.
- \* If the driver is to take a sack lunch or are they stopping some place to eat.

The purpose of this article is to equalize the driving assignments. However, this article does not imply that an employee has a right to refuse assigned work for which the employee is contracted and qualified.

## **ARTICLE 12**

### **ACTIVITY PASS**

The driver of an activity bus shall be provided a pass to the activity for which he/she is driving or shall be reimbursed for the cost of admission upon presentation of written request. Each driver and spouse are to receive a pass to home non-tournament athletic events.

### **ARTICLE 13**

#### **JURY DUTY**

An employee shall be paid full pay for absence from work when under court order to serve as a juror or a witness. This is intended to mean that the employee shall receive full pay for time lost due to examination, selection, and/or actual service on a jury, or as a witness, when said employee is under court order. Fees paid to employee for such services shall be turned in to the Employer, except mileage reimbursement.

Employees shall report to the Employer if excused before the end of the work day

### **ARTICLE 14**

#### **SICK LEAVE**

Full-time bus drivers shall be entitled to fifteen (15) days of paid sick leave per school year. Effective July 1, 1994, unused sick leave, which includes the current year's allowance, shall be cumulative to a total of One Hundred Twenty (120) days and may be used by the employee at any time during the contract year for sick leave only. No sick leave may be retained by an employee who has been terminated.

The employee shall provide reasonable evidence, as deemed necessary by the supervisor, including, but not limited to a medical doctor's statement, in each instance of use, confirming the necessity for such leave of absence.

To allow the Employer time for planning and obtaining substitutes, an employee will notify the Employer of a foreseeable disability as soon as such condition is known to the employee.

To the extent of sick leave accrued, sick leave will be paid to the bus driver(s) (at their option) in conjunction with workers compensation to the extent the driver(s) will receive their average weekly pay. An employee shall receive no more than their regular bus route average pay by the combination of workers compensation and sick leave pay. Accrued sick leave shall be reduced on a pro-rata basis by the amount of sick leave pay needed to reach the regular bus route average pay.

At employee's option, sick leave may be used for any day(s) not covered by workmen's compensation benefits.

### **ARTICLE 15**

#### **FAMILY ILLNESS LEAVE**

An employee shall be granted leaves of absence without loss of pay for illness in the immediate family, not to exceed two (2) days per school year, with such leave not cumulative. If an employee has exhausted the provision of two (2) days of leave of absence for family illness, said employee shall have the option to use accumulated sick leave days.

A leave of absence with pay shall be granted at the rate of two (2) sick leave days per one (1) day of leave of absence for family illness, in increments of up to ten (10) working days, to a maximum of sixty (60)

days of sick/thirty (30) days of leave for family illness. Said immediate family shall be limited to spouse, child, step-child, parent, parent-in-law, or permanent resident in the employee's household for whom the employee is the major caretaker and has responsibility for physical care.

## **ARTICLE 16**

### **PERSONAL LEAVE**

Full-time bus drivers shall be granted two (2) days of leave per school year for personal reasons without loss of pay. Personal leave may accumulate to four (4) days, with current personal days plus prior accumulation not to exceed this four (4) day maximum. After accumulation of four (4) personal days an employee may convert a maximum of two personal days for regular route pay at a 2:1 ratio. (i.e. 2 personal days for one regular route pay) If an employee has three personal days they may convert one personal day for 1/2 regular route pay.

Personal leave shall not be used for the purpose of extending vacations or holidays. However, personal leave may be used when contiguous to vacation or holiday if, in the judgement of the Director of Transportation, such leave is not for the purpose of extending a vacation or holiday.

Personal leave shall be granted only if a suitable substitute can be obtained. Requests for leave shall be made to the Director of Transportation three (3) days in advance of desired leave, except in case of emergency.

## **ARTICLE 17**

### **BEREAVEMENT LEAVE**

A leave of absence not to exceed five (5) days shall be granted employees without loss of pay in the event of death in the immediate family. Said immediate family shall be limited to spouse, children, parent, and other persons of the immediate household.

A leave of absence not to exceed three (3) days shall be granted employees without loss of pay in the event of a death in the family, except that up to two (2) additional days may be granted employees without loss of pay, at the discretion of the superintendent, in instances of distant travel or other unusual circumstances. Said family shall include grandchild, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, and grandparent-in-law.

For other funeral leave, a personal day may be used.

## **ARTICLE 18**

### **LEAVE EXTENSION AND UNSPECIFIED LEAVE**

Extension to any leave of absence and leave of absence not specified in this Agreement may be granted at the discretion of the Superintendent of Schools but shall not be subject to the grievance procedure of this contract. Said leave shall be requested by the employee, shall be without pay, shall be without loss of seniority, and shall not exceed ten (10) days in duration.

## **ARTICLE 19**

### **LEAVE OF ABSENCE FOR UNION BUSINESS**

The Employer agrees to grant up to 5 days of time off per school year, without discrimination or loss of seniority and without pay, to any employee designated by the Union to attend official Union business. The employee agrees to secure permission from the Director of Transportation one week in advance to allow sufficient time to arrange for a substitute driver.

## **ARTICLE 20**

### **FAMILY MEDICAL LEAVE ACT COMPLIANCE**

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the act. The addition of this provision shall not diminish any of the other leaves in this contract.

## **ARTICLE 21**

### **UNION REPRESENTATIVES**

The Business Representatives of Local Union No. 238 shall have access to the premises of the Employer for the purpose of investigation of grievances and other Union business. Any Union activity shall be conducted so as to result in no interference with, no interruption of the normal operation of the Mediapolis Community School specifically, but not limited to, the bus driving duties of those persons covered under this Agreement.

The Union shall give to the Employer, in writing the name of the Union Steward chosen from the list of employees covered by this Agreement, who is designated by the Union. The Employer will also be notified, in writing, of any change of designation of a Union Steward by the Union.

The Employer agrees to provide a bulletin board in the lounge area of the bus garage for use by the Union in conducting its affairs.

## **ARTICLE 22**

### **CHECK-OFF**

The Employer agrees to deduct Union dues from the pay of all Union members covered by this Agreement. The Employer agrees to deduct Union dues on a monthly basis during the school year. Where laws require written authorization by the employee, the same is to be furnished in the form required. The written authorization for deductions may be terminated by the employee by giving at least thirty (30) days written notice to the Employer of such cancellation.

The Union shall hold the Employer and its agents harmless for any loss on account of its performance under this article.

## ARTICLE 23

### BUS LOCATION

Drivers, **with administrative approval**, may choose to keep the bus at their home provided they live outside the Mediapolis city limits and provided said driver lives on or near their assigned bus route. It is understood that any bus may be required to be taken to the bus garage for specific maintenance, repairs, maintenance work, or for school use. In such case it is the driver's responsibility to bring the bus to the bus garage.

It is understood that the Employer shall retain its rights under Chapter 20, Code of Iowa, including, but not limited to, "Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted."

It is understood that the Employer will not assign or reassign bus routes for the specific purpose of removing the eligibility of a driver to park his or her bus at home.

If, at the discretion of the Director of Transportation a bus is stationed at the home of a driver, the District shall reimburse said driver thirty (\$30) dollars per year for expenses incurred for electricity.

## ARTICLE 24

### LEGISLATIVE ACTION

If any provision or part of this agreement is declared by proper legislative, executive, or judicial authority to be void or illegal during the term of this agreement, such provision shall become inoperative and null and void, but all other provisions of the agreement shall remain in full force and effect for the term of this agreement.



## ARTICLE 25

### FINALITY AND EFFECT

This agreement supersedes and cancels all previous agreements between the Employer and the Union or any employees, unless expressly stated to the contrary herein, and constitutes the entire Agreement between the parties, and concludes collective negotiations for its term.

No oral agreement shall, in any manner, modify the terms hereof.

## ARTICLE 26

### TAX SHELTERED ANNUITY PLANS

The District will be allowed to deduct from the employees pay for Tax Sheltered Annuity plans. The District must have written authorization for this from the employee.

## ARTICLE 27

### TERM

This Agreement shall be effective **July 1, 2006** and continue in effect through **June 30, 2009**.

Chauffeurs, Teamsters, &  
Helpers, Local Union No. 238  
Affiliated with the International  
Brotherhood of Teamsters



Secretary/Treasurer

5-1-06

Date

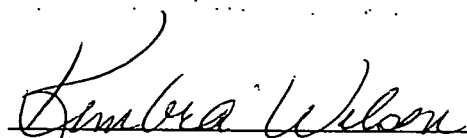
Mediapolis Community School District



President, Board of Education

4/10/06

Date

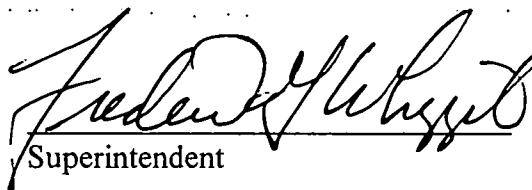


Kimbra Wilson

Business Representative

4-13-06

Date



Superintendent

4/10/06

Date